

**RECORDING REQUESTED BY**

John West

**WHEN RECORDED MAIL TO:**

John West  
1248 SOUTH MAIN  
ST YREKA, CA  
96097



SPACE ABOVE THIS LINE FOR RECORDERS USE

**SHARED WELL  
AGREEMENT**

This Shared Well Agreement, made and entered into this day

5/25/, 2021

by Valerie Chang ("Grantor"), as the owners of Parcels 1 through 4 and the  
Remainder Parcel according to Parcel Map Book 14, pages \_\_\_\_\_,

filed in the office of the

Siskiyou County Recorder on \_\_\_\_\_ ("the Parcel Map").

The rights and easements created herein shall automatically arise upon the transfer  
of title from Grantor to a third party of any parcel subject to this agreement.

It is the intent of the Grantor that the well shown on said Parcel Map provide  
domestic water to Parcel 1, Parcel 2, Parcel 3, and Parcel 4 of said Parcel Map.  
The Remainder Parcel is excluded from use of the Well.

WHEREAS, Grantor agrees to grant non-exclusive 10 foot wide easements  
for underground water lines, and a 20 foot by 20 foot non-exclusive easement  
surrounding the Well, as shown and delineated on said Parcel Map, benefitting  
Parcels 1 through 4 for shared use of the Well and related improvements for  
domestic use for the benefit of all of Parcels 1 through 4, subject to the terms and  
conditions contained herein;

NOW, THEREFORE, and in consideration of the covenants and  
agreements to be kept and performed by and between the parties hereto, and as to  
their heirs, personal representatives, successors and assigns, it is now covenanted  
and agreed as follows:

1. Grantor hereby grants to any future owner of Parcels 1, 2, 3, and 4 a non-exclusive  
easement for use of the Well on the Remainder Parcel for the benefit of said Parcels  
for domestic water purposes only subject to the following:
  - a. The right to inspect, maintain, replace and repair the pump and  
appurtenances on the Remainder Parcel for the use of the Well for the  
purposes described herein. Each pump house shall be limited to the  
existing dimensions unless the owner of the burdened.

property agrees to a change. The owner of the Remainder Parcel shall have the exclusive right to determine the color of the pump house on the Remainder Parcel. The owner of Parcel A shall have the exclusive right to determine the color of the pump house on Parcel A.

- b. The right to inspect, maintain, replace and repair the main pump for the Well on Remainder Parcel.
  - c. The right to construct, inspect, maintain, replace and repair, the water line supplying water from the Well on the Remainder Parcel to Parcels 1 through 4. The water lines are to be located within the 10 foot wide easements as shown on said Parcel Map.
  - d. The right to inspect, maintain, replace and repair the electrical service to provide electricity for the Well and water delivery system. The parties agree and understand that the power for the Well and related improvements on the Remainder Parcel are serviced by the electrical service to the Remainder Parcel. A sub-electrical meter has been placed on the Well and related improvements. The properties benefitting from the Well shall pay for the electricity equally. The owners of the properties benefitting from the Well must pay their portion of the bill each month within 10 days of presentation of the bill.
2. If any party hereto fails to pay for any electricity bill identified in this agreement, this easement shall automatically terminate at the sole discretion of the party hereto upon which the electrical service at issue exists given the disruption of electric service will result in loss of water to the that parcel as well which may have serious negative effects. Therefore, the parties agree this provision is fair and reasonable.
  3. The Well
  4. Grantor reserves the right to use the existing well on Grantor's Property and the Related Improvements for any and all purposes including, but not limited to, domestic, non- domestic, recreational, agricultural and irrigation purposes.
  5. The Remainder Parcel shall not be responsible for the volume of water available in the well nor the quality of the water in the well.
  6. Any reasonably necessary maintenance or repair of the well, pump, pressure tank and that portion of the remaining water delivery system used by all parties shall be paid equally by all parties. The maintenance, repair or replacement of the remaining water delivery system used only by a single Parcel shall be paid solely by the owner of that Parcel. Those portions of the water delivery system used by two Parcels shall be paid equally by the owners of those two Parcels. Except in emergency circumstances, prior to any expenses being incurred, the parties shall meet and confer in good faith.

# ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Siskiyou }

On 5/25/21 before me, Danielle M. Bolden Notary  
(Here insert name and title of the officer)

personally appeared Valerie Chang,  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]  
 Notary Public Signature

(Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Share Will Agreement  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer  
Valerie Chang  
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, - is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.